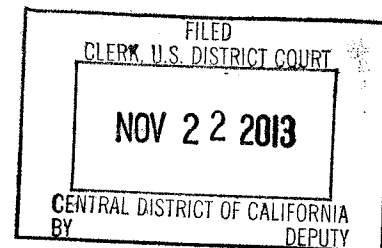


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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALFRED ZAKLIT, HANY SHAKER,
and MOKHTAR FARAG, *each of them*
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

GLOBAL LINGUIST SOLUTIONS
LLC, *a Delaware Company*; AECOM
SERVICES, INC., *a California*
corporation; DYNCORP
INTERNATIONAL, LLC, *a Delaware*
company; and DOES 1-250, *inclusive,*

Defendants.

CASE NO. **CV13-08654** -mmmm
(MANX)

**DEFENDANTS' NOTICE OF
REMOVAL OF CLASS ACTION**

Los Angeles Superior Court Case No.
BC523317

Complaint Filed: October 4, 2013

[Declarations of Patricia Phillips, Robyn
Miller, and Katherine V.A. Smith filed
herewith]

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**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION, AND
ALL PARTIES OF RECORD:**

PLEASE TAKE NOTICE that under 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendants Global Linguist Solutions LLC (“GLS”) and DynCorp International LLC (“DynCorp”) hereby remove the above-captioned action from the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California, Western Division. For the reasons set forth below, this Court has original jurisdiction over this action under the Class Action Fairness Act. *See* 28 U.S.C. §§ 1332(d)(2); 1332(d)(6). In the alternative, this Court has original jurisdiction over this action on the basis of complete diversity because Defendant AECOM Services, Inc. was fraudulently joined. *See* 28 U.S.C. § 1332(a); *Hunter v. Philip Morris USA*, 582 F.3d 1039, 1042 (9th Cir. 2009). Removal is thus proper under 28 U.S.C. §§ 1441, 1446, and 1453.

I. BACKGROUND

1. On October 4, 2013, Plaintiffs Alfred Zaklit, Hany Shaker, and Mokhtar Farag (collectively, “Plaintiffs”) filed a putative class action against GLS, DynCorp, and AECOM Services, Inc. (collectively, “Defendants”) in Los Angeles Superior Court (Case No. BC523317) (the “Putative Class Action”). The case is captioned as *Alfred Zaklit, Hany Shaker, and Mokhtar Farag, each of them individually, and on behalf of all others similarly situated, vs. Global Linguist Solutions, LLC, a Delaware company; AECOM Services, Inc., a California corporation; DynCorp International, LLC, a Delaware company; and Does 1 through 250, inclusive*. *See* Declaration of Katherine V.A. Smith in Support of Defendants’ Notice of Removal (“Smith Decl.” or “Smith Declaration”), Ex. A (hereinafter, “Compl.”).

2. A true and correct copy of the Complaint and Proofs of Service on GLS and DynCorp in the Putative Class Action are attached as Exhibits A and B to the Smith Declaration. *See* Compl.); *see also* Smith Decl., Ex. B.

1 3. On November 7, 2013, the Los Angeles Superior Court issued an Initial
2 Status Conference Order, designating the case as complex and staying all proceedings
3 pending the Initial Status Conference, which was scheduled for December 30, 2013.
4 *See* Smith Decl., Ex. C.

5 4. There have been no filings or proceedings in the Putative Class Action
6 since the Court issued its November 7, 2013 Order. *See* Smith Decl. ¶ 4.

7 5. In their Complaint, Plaintiffs allege sixteen causes of action against
8 Defendants for:

- 9 (1) Violation of the California Unfair Competition Law ("UCL"), Cal.
10 Bus. & Prof. Code §§ 17200 *et seq.*;
- 11 (2) False imprisonment;
- 12 (3) Breach of the implied covenant of good faith and fair dealing;
- 13 (4) Negligent hiring and retention;
- 14 (5) Wrongful termination in violation of public policy;
- 15 (6) Wrongful demotion in violation of public policy;
- 16 (7) Disability discrimination in violation of the Fair Employment and
17 Housing Act ("FEHA");
- 18 (8) Failure to provide reasonable accommodation in violation of the
19 FEHA;
- 20 (9) Failure to engage in an interactive process in violation of the
21 FEHA;
- 22 (10) False representations in violation of California Labor Code § 970;
- 23 (11) Hostile work environment;
- 24 (12) Failure to pay overtime in violation of California Labor Code §§
25 510, 1194, and 1198;
- 26 (13) Failure to timely pay wages due upon termination or resignation in
27 violation of California Labor Code §§ 201 and 202;
- 28 (14) Intentional infliction of emotional distress;

1 (15) Negligent infliction of emotional distress; and

2 (16) Rescission. *See* Compl.

3 6. Plaintiffs purport to bring these claims on their own behalf and on behalf
4 of a putative class, which they define as “[a]ll current and/or former employees that
5 worked for Defendants as Arabic Linguists in the Middle East at any time after the
6 date four years prior to the filing of this Complaint.” *Id.* ¶ 40.¹

7 7. Plaintiffs allege that the putative class “is estimated to be greater than one
8 hundred (100) individuals.” *Id.* ¶ 43(a).

9 8. In their twelfth cause of action—alleging violations of California Labor
10 Code §§ 510, 1194, and 1198—Plaintiffs maintain that they and other members of the
11 putative class were required to work “12 hours per day, 6 days per week, totaling a
12 minimum of 72 hours per week.” *Id.* ¶ 157. Plaintiffs claim that Defendants
13 “willfully” violated the California Labor Code by failing to pay them and the other
14 putative class members at their “proper overtime rate” for all hours worked in excess
15 of eight hours per day or 40 hours per week. *Id.* ¶¶ 156-158. In this Count, Plaintiffs
16 seek to recover alleged unpaid overtime on behalf of themselves and the putative class,
17 as well as statutory penalties and attorneys’ fees. *Id.* ¶ 159.

18 9. In the thirteenth cause of action—seeking wages allegedly not timely paid
19 upon termination or resignation in violation of California Labor Code §§ 201 and
20 202—Plaintiff Farag claims that Defendants “willfully” failed to pay him and the other
21

22 ¹ The fifth and thirteenth causes of action—for wrongful termination in violation of
23 public policy and wages not timely paid upon termination or resignation—are
24 brought only on behalf of Plaintiff Farag and the putative class. *See* Compl. ¶¶ 92-
25 99; 160-165. The sixth cause of action—demotion in violation of public policy—is
26 brought only on behalf of Plaintiff Zaklit and the putative class. *See id.* ¶¶ 100-107.
27 All of the remaining claims are brought on behalf of each of the named Plaintiffs
28 and the putative class.

1 members of the putative class “their wages . . . earned and unpaid either at the time of
 2 discharge, or within seventy-two hours of leaving Defendants’ employ,” and he seeks
 3 for himself and the putative class members “statutory penalty wages for each day they
 4 were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
 5 pursuant to California Labor Code § 203.” *Id.* ¶¶ 162, 165.

6 10. Elsewhere in their Complaint, Plaintiffs seek reasonable attorneys’ fees
 7 and costs incurred “in obtaining the benefits due [to] Plaintiffs and Class members; and
 8 for violations of Plaintiff’s [sic] civil rights.” *Id.*, Prayer for Relief, ¶¶ 15-16.

9 11. GLS and DynCorp deny any liability in this case, both as to Plaintiffs’
 10 individual claims and as to the class claims, and will present compelling defenses to
 11 these claims. GLS and DynCorp also intend to oppose class certification. GLS and
 12 DynCorp reserve all rights to oppose class certification and to contest the merits of all
 13 claims asserted in the Complaint. But for the limited purpose of satisfying the removal
 14 requirements *only*, GLS and DynCorp accept the allegations in the Complaint as true.

15 **II. TIMELINESS OF REMOVAL**

16 12. GLS and DynCorp were each served with a copy of the summons and
 17 Complaint on October 23, 2013. *See* Smith Decl., Ex. B.

18 13. This Notice of Removal is timely as it is filed within 30 days of service of
 19 the Complaint. *See* 28 U.S.C. § 1446(b); *see also* *Murphy Bros., Inc. v. Michetti Pipe*
 20 *Stringing, Inc.*, 526 U.S. 344, 347-48, 119 S. Ct. 1322, 143 L. Ed. 2d 448 (1999)
 21 (holding that “a named defendant’s time to remove is triggered by simultaneous
 22 service of the summons and complaint”).

23 14. AECOM Services, Inc. consents to this removal.

24 **III. THE COURT HAS JURISDICTION UNDER THE CLASS ACTION** 25 **FAIRNESS ACT**

26 Removal of a class action under the Class Action Fairness Act (“CAFA”) is
 27 proper if: (1) there are at least 100 members in the putative class; (2) there is minimal
 28 diversity between the parties, such that at least one class member is a citizen of a state

different from the state of any defendant; and (3) the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs. *See* 28 U.S.C. § 1332(d); 28 U.S.C. § 1441; *see also Washington v. Chimei Innolux Corp.*, 659 F.3d 842, 847 (9th Cir. 2011) (citing 28 U.S.C. § 1332(d)(2), (5)(B), (6)). Because all three requirements are satisfied in this case, removal under CAFA is appropriate.

A. There Are More Than 100 Members in the Putative Class

15. Plaintiffs define the “proposed Class” as “[a]ll current and/or former employees that worked for Defendants as Arabic Linguists in the Middle East at any time after the date four years prior to the filing of this Complaint.” Compl. ¶ 40. Plaintiffs allege that the putative class is “estimated to be greater than one hundred (100) individuals.” *Id.* ¶ 43(a). This estimate is further corroborated by GLS’s employment records, which show that GLS employed 1,279 individuals as Arabic Linguists in the Middle East in the four years prior to the filing of Plaintiffs’ Complaint. *See* Declaration of Patricia Phillips (hereinafter, “Phillips Decl.”) ¶ 9(a). Accordingly, there are more than 100 members in the putative class.

B. The Named Plaintiffs are Citizens of Different States than GLS and DynCorp

16. The named Plaintiffs are all residents and citizens of the state of California. *See* Compl. ¶¶ 11-13.

17. Both GLS and DynCorp are Delaware limited liability companies (“LLCs”) with their principal place of business in Virginia. *Id.* ¶¶ 15, 17. GLS and DynCorp are therefore citizens of Delaware and Virginia—not California. 28 U.S.C. § 1332(c)(1) (explaining that “a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business”).

18. Because the named Plaintiffs’ citizenship is different from that of GLS and DynCorp, CAFA’s minimal diversity requirement is satisfied. 28 U.S.C. § 1332(d)(2); *see also Abrego Abrego v. The Dow Chem. Co.*, 443 F.3d 676, 680 (9th

1 Cir. 2006) (explaining that “Section 1332(d) . . . abandons the complete diversity rule
 2 for covered class actions” and requires only “minimal diversity” between the parties,
 3 meaning that at least one plaintiff is a citizen of a state different from the state of any
 4 defendant).

5 19. For purposes of removal, this Court need not consider the applicability of
 6 the so-called “local controversy” or “home-state controversy” exceptions to CAFA, as
 7 the Ninth Circuit has held that these exceptions are not jurisdictional. *See Visendi v.*
 8 *Bank of Am., N.A.*, --- F.3d ---, 2013 WL 57354802, at *4 (9th Cir. Oct. 23, 2013).
 9 Moreover, the burden is not “on the removing party to show the *inapplicability* of the
 10 exceptions”; rather, the burden is on the party seeking remand to prove the
 11 *applicability* of the exceptions. *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021-22
 12 (9th Cir. 2007) (emphasis added).

13 20. Nevertheless, neither the “local controversy” nor the “home-state
 14 controversy” exceptions apply here. Under the local controversy exception, a district
 15 court shall decline to exercise CAFA jurisdiction over a class action in which, among
 16 other requirements, a defendant from whom “*significant* relief is sought” and whose
 17 conduct forms “a *significant* basis for the claims asserted” is “a citizen of the State in
 18 which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(A)(i)(II) (emphasis
 19 added). Similarly, under the home-state controversy exception, a district court shall
 20 decline to exercise CAFA jurisdiction over a class action in which, among other
 21 requirements, “the *primary* defendants . . . are citizens of the State in which the action
 22 was originally filed.” 28 U.S.C. § 1332(d)(4)(B) (emphasis added). Here, the only
 23 defendant that is a citizen of California is AECOM Services, Inc., and AECOM
 24 Services, Inc. is neither the “primary” defendant to this Putative Class Action, nor a
 25 defendant whose conduct forms “a significant basis for the claims asserted.” *See*
 26 *generally Haynes v. EMC Morg. Corp.*, No. C 10-00372-WHA, 2010 WL 1445650, at
 27 *4 (N.D. Cal. Apr. 12, 2010) (explaining that the “significant basis” language requires
 28

1 “a comparison between the local defendant’s significance and the significance of all
2 the defendants”); *see also* Section IV, *infra*.

3 21. AECOM Services, Inc. is not and has never been Plaintiffs’ employer, nor
4 does it have any connection whatsoever to any of the claims that have been asserted by
5 Plaintiffs. *See* Miller Decl. ¶¶ 4-5. Indeed, AECOM Services, Inc. is not even a
6 member of the GLS LLC; the actual member of that LLC is AECOM National
7 Security Programs, Inc.—which is not a citizen of California. *See id.* ¶ 6. Because
8 AECOM Services, Inc. is neither the “primary” defendant, nor a defendant whose
9 conduct forms a “significant basis” for the claims asserted, neither the local
10 controversy nor home-state controversy exception to CAFA jurisdiction applies.

11 **C. The Amount in Controversy Exceeds \$5 Million**

12 22. Plaintiffs do not plead a specific amount in controversy, other than to state
13 that “[t]he monetary damages and restitution sought by Plaintiffs exceed the minimal
14 jurisdiction limits of the [Los Angeles] Superior Court,” and the “penalties sought by
15 Plaintiffs exceed the minimal jurisdiction limits of the Superior Court.” Compl. ¶ 7.

16 23. Where it is “unclear or ambiguous from the face of a state-court complaint
17 whether the requisite amount in controversy is pled,” the Ninth Circuit applies “a
18 preponderance of the evidence standard” to determine whether removal under CAFA is
19 proper. *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699 (9th Cir. 2007). A
20 defendant seeking to remove under CAFA need only “provide evidence establishing
21 that it is ‘more likely than not’ that the amount in controversy exceeds [the
22 jurisdictional] amount” of \$5 million. *Id.*

23 24. Moreover, in assessing whether the amount in controversy has been
24 satisfied, “a court must assume that the allegations of the complaint are true and that a
25 jury will return a verdict for the plaintiff on all claims made in the complaint.”
26 *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001
27 (C.D. Cal. 2002). In other words, the focus of the Court’s inquiry must be on “what
28 amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant will

1 actually owe.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D.
 2 Cal. 2008). Although GLS and DynCorp deny all liability with respect to each of
 3 Plaintiffs’ sixteen causes of action, the allegations in the Complaint place significantly
 4 more than \$5 million “in controversy” for purposes of removal under CAFA.

5 **(1) Plaintiffs’ Allegations Regarding Unpaid Overtime Alone Establish that**
 6 **the Amount in Controversy Exceeds \$5 Million**

7 25. In their twelfth cause of action, Plaintiffs maintain that Defendants
 8 “willfully” violated the California Labor Code by requiring them and other members
 9 of the putative class to work “12 hours per day, 6 days per week, totaling a minimum
 10 of 72 hours per week,” without paying them “at their proper overtime rate” for all
 11 hours worked in excess of eight hours per day or 40 hours per week. Compl. ¶¶ 156-
 12 157. Plaintiffs request unpaid overtime compensation on behalf of themselves and the
 13 putative class, as well as statutory penalties and reasonable attorneys’ fees. *Id.* ¶ 159.

14 26. California law requires that employers compensate salaried non-exempt
 15 employees for time worked in excess of 8 hours per day or 40 hours per week at 1.5
 16 times their “regular rate” of pay, where the regular rate reflects 1/40th of the
 17 employee’s weekly salary. *See* Cal. Lab. Code §§ 510(a); 515(d)(1)-(2). Because
 18 Plaintiffs allege that Defendants’ failure to pay overtime compensation constitutes
 19 unlawful or unfair activity in violation of the UCL, *see* Compl. ¶¶ 56-62, they seek to
 20 recover unpaid overtime for a period of four years preceding the filing of the
 21 Complaint. *See* Cal. Bus. & Prof. Code § 17208 (establishing a four-year statute of
 22 limitations for UCL causes of action).

23 27. In addition, California law provides that an employer who fails to pay
 24 required overtime compensation “shall be subject to a civil penalty” in the amount of
 25 \$50 for each underpaid employee for each pay period for which the employee was
 26 underpaid. *See id.* § 558(a)(1). The statute of limitations for the recovery of civil
 27 penalties under the California Private Attorneys General Act of 2004, Cal. Lab. Code §
 28 2698 *et seq.* (“PAGA”) is one year, as provided in Cal. Civ. Pro. § 340(a). *See Thomas*

1 v. *Home Depot USA Inc.*, 527 F. Supp. 2d 1003, 1007-08 (N.D. Cal. 2007). California
 2 courts have found that the unpaid wage penalties in Labor Code § 558 are subject to
 3 the PAGA's one-year statute of limitations. See *Altamirano v. Shaw Indus., Inc.*, No.
 4 C-13-0939-EMC, 2013 WL 2950600, at *10 (N.D. Cal. June 14, 2013) (applying a
 5 one-year statute of limitations to calculate, for purposes of removal, the amount placed
 6 in controversy by Labor Code § 558(a)(1)-(2) penalties).

7 28. Based on GLS's records, GLS has employed approximately 1,412
 8 linguists in the Middle East in the four years prior to the filing of the Complaint, and
 9 these 1,412 linguists have been employed for a total of 22,944 biweekly pay periods
 10 between October 4, 2009 and October 4, 2013. See Phillips Decl. ¶ 8.

11 29. 1,279 of these 1,412 linguists were Arabic-speaking. See *id.* ¶ 9(a). Of
 12 these 1,279 Arabic-speaking linguists, 188 had permanent residence addresses in
 13 California at the time of their employment with GLS. *Id.* ¶ 9(b).² In other words,
 14 approximately 90.6% of all linguists employed by GLS during this time-frame were
 15 Arabic-speaking, and approximately 14.7% of all Arabic-speaking linguists employed
 16 by GLS during this time-frame had permanent residences in California. *Id.* ¶ 9(a)-(b).

17
 18 ² Although Plaintiffs do not define the putative class to include only California
 19 residents, Defendants assume for removal purposes that Plaintiffs only intend to
 20 bring claims under California law on behalf of California residents. Significantly,
 21 Defendants maintain that even the members of the putative class who are California
 22 residents are *not* entitled to claim the protections of California wage-and-hour laws
 23 with respect to work performed *outside the United States*. Defendants also do not
 24 concede that these members of the putative class can assert claims under California
 25 law with respect to work performed in the United States, but outside California.
 26 Nevertheless, for purposes of removal *only*, Defendants accept as true Plaintiffs'
 27 allegation that these members of the putative class may assert claims under
 28 California law.

30. Based on the conservative assumption that all 188 of the Arabic-speaking, California-based linguists employed by GLS during the four years prior to the filing of the Complaint were so-called “CAT-I” linguists—the lowest level of linguist employed by GLS, with the corresponding lowest annual salary—these linguists would have earned a minimum annual salary of \$62,000. *See* Phillips Decl. ¶ 7.

31. Finally, assuming for removal purposes *only* that Plaintiffs’ allegations with respect to the amount of unpaid overtime hours worked are true (*i.e.*, a minimum of 32 overtime hours worked by each class member per week), then the total amount in controversy based on Plaintiffs’ unpaid overtime claim *alone* is more than **\$8.7 million**, calculated as follows:

Average No. of Weeks Worked per Class Member 10/09-10/13: (22,944 pay periods / 1,412 linguists = 16.25 pay periods * 2 [paid biweekly])	32.5 weeks
Average Hourly Rate (\$62,000 average annual salary / 52 weeks / 40 hours per week)	\$29.80
Number of Alleged Unpaid Overtime Hours per Class Member: (32 hours per week * 32.5 weeks)	1,040 hours
Unpaid Overtime Compensation Allegedly Due per Class Member (1,040 * \$29.8 * 1.5)	\$46,488
Total Alleged Unpaid Overtime Compensation for Putative Class (\$46,488 * 188)	\$8,739,744
Section 558(a)(1) Penalties for Putative Class: (\$50 * 188 class members * [16.25 pay periods]/4)	\$38,187.50
Amount in Controversy Based on Unpaid Overtime Claim	\$8,777,931.50

32. Thus, Plaintiffs’ twelfth cause of action *alone* thus places in controversy almost *double* the minimum jurisdictional amount under CAFA.

33. Moreover, even without relying on GLS’s data regarding the total number of pay periods worked by the putative class during the relevant time-frame, it is clear

1 that Plaintiffs' unpaid overtime claim places more than \$5 million in controversy,
 2 based simply on the named Plaintiffs' own allegation that they are representative of the
 3 class they seek to represent, and thus, that the dates of employment and amounts of
 4 unpaid overtime allegedly worked by the named Plaintiffs are representative of the
 5 dates of employment and amount of unpaid overtime worked by the putative class.

6 34. Plaintiffs Zaklit and Shaker allege that they have been employed as
 7 linguists for Defendants from September 2012 to the present, *see* Compl. ¶¶ 11-13,
 8 while Plaintiff Farag alleges that he was employed as a linguist for Defendants from
 9 September 2012 to August 2013, *see id.* ¶ 36.

10 35. The Named Plaintiffs further assert that they—and all other members of
 11 the putative class, which they estimate to be greater than 100 individuals, *see id.* ¶
 12 43(a)—worked a “minimum of 72 hours per week” during their employment, *id.* ¶ 157.

13 36. Given these allegations, and using the lowest possible annual salary for
 14 linguists during the relevant period (\$62,000), the amount of unpaid overtime allegedly
 15 due to a putative class of 100, based on the dates of employment and overtime
 16 allegedly worked by the named Plaintiffs, would be almost **\$7.9 million**, as shown
 17 below:

	<i>Alleged Unpaid Overtime</i>	<i>Section 558(a)(1) Penalties</i>	<i>Amount in Controversy</i>
Plaintiff Farag 9/1/12 – 8/30/13	(32 hours per week * \$29.80 ³ hourly rate * 1.5 * 51 weeks = \$72,950.40)	(\$50 * 23 pay periods ⁴) = \$1,150	\$74,100.40

23
 24 ³ This hourly rate is based on the lowest annual salary for a CAT-I linguist from
 25 2009 through 2013: \$62, 000. *See* Phillips Decl. ¶ 7.

26 ⁴ Because the statute of limitations for the recovery of penalties under Section 558(a)
 27 is one year, Plaintiffs may only recover such penalties to the extent they were
 28 incurred after October 4, 2012.

1 2 3 4 5 6 7 8 9 10 11 12	Plaintiff Zaklit 9/1/12 – 10/4/13	(32 hours per week * \$29.80 hourly rate * 1.5 * 56 weeks = \$80,102.40)	(\$50 * 26 pay periods) = \$1,300	\$81,402.40
13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Plaintiff Shaker 9/1/12 – 10/4/13	(32 hours per week * \$29.80 hourly rate * 1.5 * 56 weeks = \$80,102.40)	(\$50 * 26 pay periods) = \$1,300	\$81,402.40
	Plaintiffs (Avg.)			\$78,968.40
	Putative Class (100)	<i>(Assuming each putative class member is entitled to the same average amount of unpaid overtime as the average amount allegedly owed to the three named Plaintiffs)⁵</i>		\$7,896,840

37. Thus, whether utilizing GLS's actual employment data, or extrapolating using a minimum class of 100 based on the dates of employment and amounts of unpaid overtime allegedly worked by the named Plaintiffs, it is clear that the twelfth cause of action *alone* places more than \$5 million in controversy.

⁵ GLS and DynCorp can make this assumption because it is "supported directly by, or reasonably inferred from, the allegations in the complaint." *Altamirano*, 2013 WL 2950600, at *10-*11; *see also Behrazfar v. Unisys. Corp.*, 687 F. Supp. 2d 999, 1004 (C.D. Cal. 2009). Here, the twelfth cause of action for wage-and-hour violations alleges that Defendants failed to provide overtime wages *equally* to the named Plaintiffs and the putative class members. Compl. ¶¶ 157-58. Nowhere in this cause of action do the named Plaintiffs state that their right to recover wages is any different than that of the putative class members. As such, it is reasonable to infer that the putative class members are owed approximately the same overtime wages as the purportedly representative named Plaintiffs.

(2) *Plaintiffs' Claim for Wages Not Timely Paid Upon Termination or Resignation Places at Least an Additional \$1 Million in Controversy*

38. In the thirteenth cause of action in the Complaint, Plaintiff Farag, on behalf of himself and the putative class, asserts that Defendants violated California Labor Code §§ 201-202, by “willfully” failing to pay him and the putative class “their wages . . . earned and unpaid either at the time of discharge, or within seventy-two hours of leaving Defendants’ employ.” *Id.* ¶ 162. He seeks on his behalf and on behalf of the putative class “statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.” *Id.* ¶ 165.

39. Under Labor Code § 203, “[i]f an employer willfully fails to pay, without abatement or reduction . . . wages of an employee who is discharged or who quits, the wages shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced,” for up to a maximum of 30 days. Cal. Lab. Code § 203; *see also Altamirano*, 2013 WL 2950600, at *12. California courts have held that claims for unpaid wages under Labor Code § 203 are subject to a three-year statute of limitations. *See Montecino v. Spherion Corp.*, 427 F. Supp. 2d 965, 967 (C.D. Cal. 2006); *see also Pineda v. Bank of Am., N.A.*, 241 P.3d 870, 879, 50 Cal. 4th 1389, 117 Cal. Rptr. 3d 377 (Cal. 2010).

40. Based on GLS’s records, GLS has employed 1,021 linguists in the Middle East who were terminated or resigned during the three years prior to the filing of the Complaint. *See Phillips Decl.* ¶ 10.

41. Applying the percentages of Arabic-speaking and California-resident linguists in the total linguist population in the Middle East during the relevant time-frame to this population, that means 90.6% of the 1,021 linguists who were terminated or resigned were Arabic-speaking, and 14.7% of these 925 Arabic-speaking linguists had permanent residence addresses in California. In other words, there were

approximately 135 Arabic-speaking, California-based linguists who were terminated or resigned during this time-frame ($1,201 * 90.6\% * 14.7\% = 135$).

42. Under the most conservative calculation, using the lowest possible annual salary for *all* linguists who were terminated or resigned during this time-frame, the amount placed in controversy by this claim is approximately **\$1.4 million**, calculated as follows:

Amount Allegedly Due per Class Member (30 Days * 12 Hours per Day * \$29.80/Hour)	\$10,728.00
Total Amount for Putative Class (135)	\$1,448,280

43. Likewise, even without relying on GLS's data regarding the actual number of linguists who were terminated or resigned during the relevant time-frame, this claim—at a minimum—places over \$1,000,000 in controversy based on Plaintiffs' own allegations that they are, in fact, representative of the putative class members they seek to represent. Plaintiff Farag alleges that he is representative of a putative class of at least 100 individuals. *See* Compl. ¶ 43(a). Using the lowest possible annual salary for CAT-I linguists during this time-frame (\$62,000, *see* Phillips Decl. ¶ 7), the amount allegedly due to a putative class of 100 for this claim, based only on Plaintiff Farag's own allegations, can be calculated as follows:

Amount Allegedly Due to Plaintiff Farag (30 Days * 12 Hours per Day * \$29.8/Hour)	\$10,728
Total Amount for Putative Class (100)	\$1,072,800

(3) Plaintiffs' Request for Attorneys' Fees Also Places at Least an Additional \$2.2 Million in Controversy

44. In addition to their claims for unpaid overtime and for wages not timely paid upon termination or resignation, Plaintiffs also seek an award of reasonable attorneys' fees. *See* Compl., Prayer for Relief, ¶16.

45. Where attorneys' fees are statutorily available, requests for such fees are properly considered in assessing whether the amount in controversy has been satisfied

1 for purposes of removal. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir.
 2 1998) (“[W]here an underlying statute authorizes an award of attorneys’ fees, either
 3 with mandatory or discretionary language, such fees may be included in the amount in
 4 controversy.”); *see also Deaver v. BBVA Compass Consulting and Benefits, Inc.*, --- F.
 5 Supp. ----, 2013 WL 2156280, at *4 (N.D. Cal. May 17, 2013) (explaining that “the
 6 ‘amount in controversy’ under CAFA includes fees”).

7 46. Here, California Labor Code § 1194(a) expressly authorizes the recovery
 8 of attorneys’ fees in actions to recover unpaid overtime, while California Labor Code §
 9 218.5 likewise provides for an award of attorneys’ fees to the “prevailing party” in any
 10 action “for the nonpayment of wages.”

11 47. Under the Ninth Circuit’s well-established precedent, “25% recovery is
 12 the ‘benchmark’ level for reasonable attorney’s fees in class action cases.” *See*
 13 *Garibay v. Archstone Cmtys. LLC*, --- Fed. App’x. ----, 2013 WL 4517934, at *1 (9th
 14 Cir. Aug. 27, 2013) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
 15 1998)). Here, GLS and DynCorp have established that the total amount placed in
 16 controversy by only two of the sixteen causes of action in the Complaint is at least \$8.9
 17 million. Moreover, Plaintiffs have not indicated that they will seek attorneys’ fees in
 18 an amount less than 25% of their total recovery. Although GLS and DynCorp have
 19 shown that the amount in controversy absent attorneys’ fees surpasses the
 20 jurisdictional threshold—and although GLS and DynCorp deny that any attorneys’
 21 fees are owed in this case—the Court should nonetheless take account of Plaintiffs’
 22 alleged entitlement to attorneys’ fees in evaluating whether the amount in controversy
 23 has been satisfied for purposes of removal jurisdiction. *Garibay*, 2013 WL 4517934,
 24 at *1 (citing *Lowdermilk v. U.S. Bank Nat’l Ass’n*, 479 F.3d 994, 1000 (9th Cir. 2007)).

25 48. Using the twenty-five percent benchmark figure for attorneys’ fees, and
 26 using GLS and DynCorp’s most conservative estimates for the amount placed in
 27 controversy by Plaintiffs’ claims for unpaid overtime and for wages not timely paid
 28 upon termination or resignation (rather than the more accurate estimates based on

GLS's actual employment data), the estimated attorneys' fees based on these two causes of action alone is approximately **\$2,225,000**, calculated as follows:

Alleged Unpaid Overtime	\$7,900,000 (* 25%)
Alleged Wages Not Timely Paid Upon Termination or Resignation	\$1,000,000 (* 25%)
Attorneys' Fees in Controversy	\$2,225,000

49. This estimate for attorneys' fees is, in fact, below the median attorneys' fee for class action settlements in the Central District of California from 1993 to 2008. See Theodore Eisenberg & Geoffrey Miller, *Attorneys' Fees and Expenses in Class Action Settlements*, 7 J. EMPIRICAL LEGAL STUD. 248, 255 (2010) (finding that the median attorneys' fee in class action settlements in the Central District of California was \$2.75 million).

50. All told, Plaintiffs' allegations regarding unpaid overtime, standing alone, place at least \$7.9 million in controversy. Plaintiffs' claim regarding wages not timely paid upon termination or resignation places at least an additional \$1 million in controversy. Thus, in total, just two out of Plaintiffs' sixteen causes of action—as well as the attorneys' fees thereon—place **a minimum of \$11.1 million** in controversy for removal purposes.⁶

51. Based on the foregoing facts and allegations, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because:

- (a) This is a civil action which is a class action within the meaning of § 1332(d)(1)(B);

⁶ In Plaintiffs' fourteen other claims, Plaintiffs seek a variety of other damages including, but not limited to, medical expenses, emotional distress, front pay, and punitive damages. All of these other alleged damages further prove that GLS and DynCorp have demonstrated, "by a preponderance of evidence, that the aggregate amount in controversy exceeds the jurisdictional minimum." See *Rodriguez v. At&T Mobility Servs. LLC*, 728 F.3d 975, 981 (9th Cir. 2013).

1 (b) The action involves a putative class of at least 100 persons as
2 required by Section 1332(d)(5)(B);

3 (c) The amount in controversy exceeds \$5 million, exclusive of interest
4 and costs as required by Section 1332(d)(2); and

5 (d) A member of the class is a citizen of a state different from any
6 defendant as required by Section 1332(d)(2)(A).

7 Accordingly, this action is removable under 28 U.S.C. §§ 1441, 1446 and 1453.

8 **IV. THE COURT HAS DIVERSITY JURISDICTION BASED ON THE**
9 **FRAUDULENT JOINDER OF DEFENDANT AECOM SERVICES, INC.**

10 52. In addition to CAFA jurisdiction, this Court also has original jurisdiction
11 over this action under 28 U.S.C. § 1332(a)(1) because the amount in controversy for
12 each Named Plaintiff exceeds \$75,000, exclusive of interests and costs⁷ and the
13 citizenship of AECOM Services, Inc. need not be considered in assessing whether
14 there is complete diversity. As explained further below, AECOM Services, Inc. was
15 fraudulently joined as a defendant. *See, e.g., Morris v. Princess Cruises, Inc.*, 236
16 F.3d 1061, 1067 (9th Cir. 2001) (explaining that “one exception to the requirement for
17 complete diversity is where a non-diverse defendant has been ‘fraudulently joined’”).

18 53. First, as shown above, both Plaintiff Zaklit and Plaintiff Shaker meet the
19 \$75,000 jurisdictional threshold for removal based *solely* on their respective claims for
20 unpaid overtime. *See, supra*, at 12. Plaintiff Farag likewise surpasses the \$75,000
21 jurisdictional threshold, based only on his two claims for unpaid overtime and for
22 wages not timely paid upon termination or resignation. *See id.* at 12, 14.

23
24
25 ⁷ *See generally Bates v. General Nutrition Ctrs., Inc.*, 897 F. Supp. 2d 1000, 1003
26 (C.D. Cal. 2012) (explaining that individual class members in a putative class
27 action “must show that their individual claims exceed \$75,000” in order for
28 removal to be proper under 28 U.S.C. § 1332).

1 54. Second, there is complete diversity between the parties, excluding
 2 AECOM Services, Inc. *See id.* ¶¶ 16-18 (explaining that the named Plaintiffs are all
 3 citizens of the state of California, while GLS and DynCorp are citizens of Delaware
 4 and Virginia); *see also* 28 U.S.C. § 1441(b) (specifying that the “citizenship of
 5 defendants sued under fictitious names shall be disregarded” in determining whether
 6 an action is removable on the basis of diversity).

7 55. Third, it is clear that AECOM Services, Inc. has been “fraudulently
 8 joined” as a defendant in this case. As a result, its alleged California citizenship is
 9 immaterial for purposes of assessing whether the requirements for complete diversity
 10 have been satisfied. Where a “plaintiff fails to state a cause of action against a resident
 11 defendant, and the failure is so obvious according to the settled rules of the state,” then
 12 that resident defendant’s presence is ignored for purposes of determining diversity due
 13 to the fraudulent joinder of that defendant. *Morris*, 236 F.3d at 1067.

14 56. Fraudulent joinder is a “term of art” and does not require a finding of
 15 fraudulent intent on the part of plaintiffs or their counsel. *Id.*; *see also Brown v.*
 16 *Allstate Ins. Co.*, 17 F. Supp. 2d 1134, 1137 (S.D. Cal. 1998) (allowing removal and
 17 noting that fraudulent joinder “is not intended to impugn the integrity of Plaintiff or his
 18 counsel”). When resolving claims of fraudulent joinder, a court may pierce the
 19 pleadings and rely on evidence such as affidavits and declarations to make factual
 20 determinations as necessary. *Morris*, 236 F.3d at 1068; *Ritchey v. Upjohn Drug Co.*,
 21 139 F.3d 1313, 1318 (9th Cir. 1998) (stating that the defendant seeking removal is
 22 “entitled to present the facts showing the joinder to be fraudulent”).

23 57. Here, AECOM Services, Inc. is the only California resident that Plaintiffs
 24 have named as a defendant. AECOM Services, Inc., however, does not have any
 25 relation to Plaintiffs or to the facts alleged in Plaintiffs’ Complaint. Plaintiffs’ claims
 26 arise from their employment as linguists for GLS—a relationship governed by
 27 Plaintiffs’ employment agreements with GLS. None of the named Plaintiffs or the
 28 putative class members were employed by AECOM Services, Inc. *See Miller Decl.* ¶¶

1 4-5.⁸ Nor did AECOM Services, Inc. have any involvement with a U.S. Government
 2 contract regarding the deployment of linguists to Kuwait. *Id.* ¶ 5.

3 58. As AECOM Services, Inc. was not Plaintiffs' employer, had no
 4 connection to Plaintiffs' employer, and was not otherwise involved with Plaintiffs in
 5 any manner, it is obvious that the Complaint fails to state a cause of action against
 6 AECOM Services, Inc. *See Jernigan v. Ashland Oil Inc.*, 989 F.2d 812, 817 (5th Cir.
 7 1993) (finding fraudulent joinder due to plaintiff's confusion as to two similarly named
 8 companies); *Zogbi v. Federated Dep't Store*, 767 F. Supp. 1037, 1041 (C.D. Cal. 1991)
 9 (finding fraudulent joinder of individual defendants in claims for breach of
 10 employment contract when defendants were not parties to the employment contract);
 11 *cf. Salkin v. United Servs. Auto. Ass'n*, 767 F. Supp. 2d 1062, 1069 (C.D. Cal. 2011)
 12 (finding fraudulent joinder of parent corporation who had no role in the issuing or
 13 rescinding of plaintiffs' insurance policy, which was the basis of plaintiffs' claims).

14 59. Plaintiffs' claims arise from their employment as linguists in Kuwait,
 15 which did not involve AECOM Services, Inc., and there are no material allegations
 16 against AECOM Services, Inc. in the Complaint. *See Brown v. Allstate Ins. Co.*, 17 F.
 17 Supp. 2d 1134, 1137 (S.D. Cal. 1998) (finding fraudulent joinder of three defendants
 18 who were named in the caption and in the headings of some causes of action but no
 19 material allegations were otherwise made against those defendants). Accordingly,

20
 21 ⁸ AECOM Services, Inc. believes that the named Plaintiffs may have meant to name
 22 AECOM National Security Programs, Inc. instead of AECOM Services, Inc., as a
 23 defendant in this action. *See Miller Decl.* ¶¶ 4, 6. AECOM National Security
 24 Programs, Inc., a Virginia corporation, is a minority member of GLS. *Id.* ¶ 6.
 25 Defense counsel repeatedly informed Plaintiffs' counsel of the distinction between
 26 AECOM Services, Inc. and AECOM National Security Programs, Inc., and even
 27 provided Plaintiffs' counsel with the Declaration of Robyn Miller, but Plaintiffs'
 28 counsel have not taken any action to correct the wrongly-named defendant.

1 AECOM Services, Inc. has been fraudulently joined as a defendant in this case, and
2 there is thus complete diversity of citizenship between the parties.

3 **V. VENUE**

4 60. The U.S. District Court for Central District of California, Western
5 Division is the federal judicial district in which the Los Angeles Superior Court sits.
6 This action was originally filed in Los Angeles Superior Court, rendering venue in this
7 federal judicial district and division proper for the limited purpose of removal. 28
8 U.S.C. § 84(c); *see also* 28 U.S.C. § 1441(a).⁹

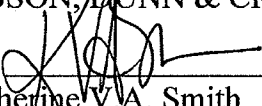
9
10
11 ⁹ Although the U.S. District Court for the Central District of California is the
12 appropriate venue for removal purposes given that Plaintiffs filed this Complaint in
13 Los Angeles Superior Court, Defendants contest that the Central District is the
14 proper venue for this action. Plaintiffs' Complaint neglects to mention that there is
15 a Virginia forum-selection clause in Plaintiffs' employment contracts with GLS.
16 Defendants reserve all rights to move to dismiss Plaintiffs' Complaint post-
17 removal, and/or to move to transfer this case to the U.S. District Court for the
18 Eastern District of Virginia. *See, e.g., Inter-Ocean Seafood Trader, Inc. v. RF Int'l,*
19 *Ltd.*, C-11-06675 JCS, 2012 WL 1601326, at *3 (N.D. Cal. May 7, 2012)
20 (explaining that "where there is a forum selection clause, a party may seek
21 dismissal for improper venue even after removal to federal court"); *see also Prestar*
22 *Fin. Corp. v. Infraegis, Inc.*, SACV 09-899 AG RNBX, 2009 WL 3425348, at *3
23 (C.D. Cal. Oct. 19, 2009) (rejecting the argument that removal under 28 U.S.C. §
24 1441(a) forecloses the removing party from subsequently claiming that venue is
25 improper as a result of a forum-selection clause); *Tokio Marine & Fire Ins. Co. v.*
26 *Nippon Express U.S.A. Inc.*, 118 F. Supp. 2d 997, 999-1000 (C.D. Cal. 2000)
27 (holding that "defendants have not waived their right to enforce the forum selection
28 clause based upon their removal to this Court").

1 **VI. CONCLUSION**

2 61. GLS and DynCorp hereby respectfully remove this action from the
3 Superior Court of the State of California for the County of Los Angeles to this Court.
4 Upon filing the Notice of Removal, GLS and DynCorp will furnish written notice to
5 Plaintiffs' counsel, and will file and serve a copy of this Notice with the Clerk of the
6 Los Angeles Superior Court, as required by 28 U.S.C. § 1446(d).

7
8 Dated: November 22, 2013

KATHERINE V.A. SMITH
JASON C. SCHWARTZ
GIBSON, DUNN & CRUTCHER LLP

9
10 By: 
11 Katherine V.A. Smith
12 *Attorneys for Global Linguist Solutions LLC*

13 JON P. KARDASSAKIS
14 ERIC Y. KIZIRIAN
15 MICHAEL K. GRIMALDI
16 LEWIS BRISBOIS BISGAARD & SMITH,
17 LLP

18 By: _____/s/_____
19 Eric Y. Kizirian
20 *Attorneys for DynCorp International LLC*
21
22
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24
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26
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Margaret M. Morrow and the assigned Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

2:13-CV-8654-MMM (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

November 22, 2013

Date

By MDAVIS

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:



Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012



Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701



Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Alfred Zaklit, Hany Shaker, and Mokhtar Farag	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Global Linguist Solutions LLC, DynCorp International LLC, and AECOM Services, Inc.
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(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
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(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Gary R. Carlin Law Offices of Carlin & Buchsbaum LLP 555 E. Ocean Blvd., Long Beach, CA 90802 (562) 432-8933	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Katherine V.A. Smith Gibson, Dunn & Crutcher LLP 333 South Grand Ave., Los Angeles, CA 90017-3197 (213) 229-7000 (Attorneys for Global Linguist Solutions LLC)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <div style="display: flex; justify-content: space-between;"> <div style="width:48%;"> <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant </div> <div style="width:48%;"> <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input checked="" type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multi-District Litigation
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V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Removal is proper under the Class Action Fairness Act, 28 U.S.C. §§ 1332(d)(2); 1332(d)(6), or, in the alternative, on the basis of complete diversity, 28 U.S.C. § 1332(a)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY/CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY/RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 369 Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input checked="" type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 449 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

CV13-08654

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF		INITIAL DIVISION IN CACD IS
	<input checked="" type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS
	A PLAINTIFF?	A DEFENDANT?	
	<small>Then check the box below for the county in which the majority of DEFENDANTS reside.</small>	<small>Then check the box below for the county in which the majority of PLAINTIFFS reside.</small>	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A Los Angeles County	B Ventura, Santa Barbara, or San Luis Obispo Counties	C Orange County	D Riverside or San Bernardino Counties	E Outside the Central District of California	F Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column C
☐ only 1 answer in Column C and no answers in Column D

Your case will initially be assigned to the
SOUTHERN DIVISION.
Enter "Southern" in response to Question D, below.

If none applies, answer question C2 to the right. →

C.2. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column D
☐ only 1 answer in Column D and no answers in Column C

Your case will initially be assigned to the
EASTERN DIVISION.
Enter "Eastern" in response to Question D, below.

If none applies, go to the box below. ↓

Your case will initially be assigned to the
WESTERN DIVISION.
Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):** _____

DATE: 11-22-2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))